Even assuming that the request is in order it is my view that the Special Direction given by the Minister under s. 3 (THC. 11) is a nullity on two grounds:

(1) The Special Direction is not valid because it was issued on an invalid request by the Colony of Hong Kong and thus not in accordance with the Act. The Minister acted on a request not by a country as required by the Extradition Act 1992. When the Minister made the direction, it is clear from the wordings of the direction that he was under the wrong impression that the request was made by Hong Kong. As such the direction itself is a nullity because under the Act the Minister has no power to act on a request by Hong Kong.

(2) Secondly, the Minister made the direction "Now Therefore, in the exercise of the powers conferred upon me by virtue of s. 3 of the Extradition Act 1992, I, Mahathir bin Mohamad, the Minister of Home Affairs, do hereby direct that the provisions of the said Act be applied in relation to the extradition of that particular fugitive criminal, namely Tan Hock Chan alias Tan Hock Lai, as there is in respect of the crown colony of Hong Kong an order made under s. 2 of the said Act", it is clear to me that the Minister was making a direction not permitted by the law. Under s. 3 of the Act the Minister is only permitted to make a direction in respect of a country when there is a proper request by that country.

As such in my view the Special Direction by the Minister (THC 11) is not valid. The Order of the Minister to the Magistrate (THC 12) issued under s. 12 of the Act is also not valid because it was issued as the sequence of the Special Direction. The warrant of apprehension dated 1 August 1992 (THC 10) is not valid because it was issued as a result of the Order of the Minister which is invalid. The detention of the applicant based on the warrant of apprehension is unlawful.

For the above reasons I hold that the detention of the applicant to be unlawful. As such he is entitled to the writ of *habeas corpus* and he is to be released immediately. His passport is to be returned to him.

TAN KEH HO

v.

TELIPOK LUMBER INDUSTRIES SDN. BHD. & 4 ORS.

HIGH COURT, KOTA KINABALU
TUAN IAN H.C. CHIN J.
[PETITION NO. K. 26-01 OF 1993]
30 OCTOBER 1993

COMPANY LAW: Alleged oppression by co-director of company - Director's tenure of office - Articles of Association provide for re-election to office - Whether director was in fact re-elected - Voting by proxy at AGM of company - Proxy not approved by company or ROC - Whether prohibition under s. 149 Companies Act disregarded - Tenancy agreement - Signatory admits signing agreement, denies contents - Effect of such a statement.

INJUNCTION: Oppression - Alleged deception practised by co-director of company - Application to restrain person holding himself out as director of company - Whether there exists sufficient evidence to support an arguable case for an injunction.

PRACTICE & PROCEDURE: Marking of affidavits.

LEGAL PROFESSION: Ethics - Consequence of Counsel being personally involved in matter being litigated.

The petitoner was a founding director of Telipok Sdn. Bhd., the 1st respondent. He applied for an injunction to be issued against Telipok and 4 others, one of the four being another founding director named Gan. The petitioner prayed that:

(a) that 4th respondent, a person named Chin, be restrained from holding himself out as director of Telipok.

The petitioner alleged that due to misrepresentation by Gan or by one Klaus Neuendorff (Klaus), shares had been transferred to nominees who were later elected as directors of Telipok. One of Gan's nominees was the said Chin. The petitioner's nominee was ultimately not transferred a share in the company and the end result was that the petitioner was left without a casting vote.

It was the petitoner's contention that Chin's 'continued appointment' as a director in Telipok was invalid as the minutes of the AGM never mentioned Chin being 're-elected' as a director as was required by article 68 of the Articles of Association of Telipok. He further contended that Klaus had voted in the AGM as proxy when he was not an authorised person and s. 149 of the Companies Act had been violated.

The petitoner also prayed for an injunction on two other issues. They were:

(b) that any payment of rental to Antekad by Telipok in excess of RM4000 per month be restrained; and
(c) that Antekad be restrained from assigning, selling... etc. or in "any manner encumbering" a certain parcel of land.

Antekad was owned by Gan (83.3% ownership of Autekad). The petitoner complained that Gan was milking Telipok to fatten Antekad in that Gan caused a resolution to be passed which resulted in a hike in rental payments to Antekad from RM4000 to RM28000 monthly. The respondents in turn alleged non-disclosure of a tenancy agreement by the petitoner which contained many terms favourable to Antekad. The petitoner admitted signing the tenancy but strongly denied the contents thereof.

Held:

[1] In relation to the minutes of the AGM, 2 sets had been submitted, each prepared by Counsel who are acting for the opposing parties. Both versions differ and Counsel themselves appear to have been deeply involved in the affairs of Telipok. Counsel should reconsider their positions in view of r. 28 of the Advocates (Practice and Etiquette) Rules 1988 and the fact that they may need to appear as witnesses in the proceedings. Whatever the words used in the minutes of the AGM, it was clear Chin was to continue as director and when the resolution was passed under the agenda relating to re-election of directors, it was clear they were in fact re-elected.

However the fact of a purported proxy, who is not qualified as one, voting in an AGM where a director (Chin) was appointed has the consequence of invalidating the appointment of Chin. Since the appointment of the **proxy** was against s. 149 of the Companies Act. The Court's power of rectification or validation under s. 355(3)(a) of the Act was not called upon to be exercised.

[2] However unpalatable the terms of the tenancy agreement appear to be to the petitioner, it appears that he consented to the hike in rental as the tenancy agreement containing the relevant provision on rental bears his signature. The petitioner has not questioned the agreement as a forgery or otherwise stated it as being void. For the Court to issue an injunction preventing rental payments in excess of RM4000 per month is to ask the Court to rewrite the terms of the tenancy which, the petitioner has agreed to. Furthermore, in a situation like this, damages would be considered an adequate remedy.

[3] In relation to prayer (c) the tenancy agreement contains provisions that destroy any notion that Telipok is entitled, as beneficial owner, to any part of the land. The petitioner in arguing that he signed the tenancy agreement but denying the contents is being ambiguous, to say the least. The signing of the tenancy should have been better explained and the evidence produced to support Telipok's claim to $^1/_2$ of the parcel of land was too sketchy and inconclusive to support even an arguable case for an injunction to issue.

[4] Where several affidavits containing exhibits are deposed to by one deponent, the exhibits should be numbered consecutively throughout and not begin again with each affidavit. This measure is to avoid the problem of several affidavits bearing the same number or marking.

[Application granted only in relation to prayer (a). Costs in the cause].

Cases referred to:

Kawasho International (Hongkong) Ltd. v. Jayawealth Sdn. Bhd. [1992] 2 CLJ 1213 ***(refd)***

Hup Seng Co. Ltd. v. Chin Yin & Ors. [1962] MLJ 371 ***(refd)***

Solaiappan & Ors. v. Lim Yoke Fan & Ors. [1968] 2 MLJ 21 ***(refd)***

Legislation referred to:

Advocates (Practice and Etiquette) Rules 1988, r. 28
Companies Act 1965, ss. 149, 355(3)(a)

For the petitioner - Dr. Lim Hock Leng (Gordon Leong Vui Cheung with him); M/s. Lim Guan Sing & Co.
For the 1st, 4th & 5th respondents - Chin Pau Shien; M/s. Chin Wong & Shim

JUDGMENT

Ian H.C. Chin J:

I. *The Application*

This is an application by Tan Keh Ho ("Petitioner") by summons in chambers dated 16 October 1993 for the following injunction, *viz:*

(1) Chin Chen Fui ("Chin"), the 4th respondent, be restrained from acting or holding himself out as a director of Telipok Lumber Industries Sdn. Bhd. ("Telipok"), the 1st respondent;
(2) Telipok be restrained from effecting any payment in excess of RM4,000 per month by way of rental to Antekad Sdn. Bhd. ("Antekad"), the 5th respondent; and
(3) Antekad be restrained from assigning, selling, surrendering, transferring, disposing, pledging as security, charging or in any manner encumbering the property Country Lease No. 045132303 consisting of 46.60 acres ("the Land").

Tan Keh Ho ("the Petitioner") had on 13 October 1993 taken out a petition against Telipok, Gan Geok Peng ("Gan"), Lim Ming Wan ("Lim"), Chin Chen Fui ("Chin") and Antekad praying for an order that a receiver and manager be appointed for Telipok, for an order that Lim retransfer her one share in Telipok to Gan, for a declaration that Chin had ceased to be a director of Telipok, for an order that Gan and Antekad render an account of the profits and income of the Land and of the business of Antekad which were in direct conflict with that of Telipok, for a declaration that Antekad holds $^1/_2$ undivided share of the Land in favour of Telipok and that Antekad effect the necessary transfer, alternatively for an order that Gan purchase the Petitioner's shares which value is to be reckoned taking into consideration the Petitioner's entitlement to 40% of the value of $^1/_2$ undivided share of the Land and for an order that Telipok be wound up.

II. Facts of case & disputes

By an agreement dated 28 February 1992 ("the Agreement"), the petitioner and Gan purchased the company Telipok with 40% of the equity going to the petitioner and 60% to Gan. The other relevant terms of the Agreement are:

5. (i) Each of the parties shall be appointed as Director of the said Company or each of the parties shall be entitled to nominate a person to be appointed as Director of the said Company to represent him/her. The appointment of the said representative shall be in writing. Each representative shall have full authority to bind the party which he/she represents The parties agree that no additional directors shall be appointed without the consent of both the parties.

(ii) The parties agree that [Gan] shall be appointed as Managing Director of the Company and shall at all times have all the necessary powers and authority to enable her to execute all decisions and carry out the day to day running of the Company as she shall deem fit.

(iii) At meetings of the Board of Directors each of the parties or his/her representative (s) shall be entitled to cast one vote and all decisions shall be taken by a simple majority. In the event of a deadlock the Managing Director shall be entitled to make the final decision in all matters and the parties agree to be bound by her decisions.

6. The parties agree that the following matters require the written consent of both the parties or their representatives:

(i) in all dealings, to negotiate and/or enter into contracts and/or commitments where the amount involved exceeds the sum of RM50,000
(ii) Purchase of plant equipment machinery materials and/or other properties for the purpose of the business of the said Company where the consideration involves an amount exceeding the sum of RM50,000;
(iii) any disposal realisation dealing with the equipment machinery and/or assets of the said company;
(iv) employment of employees and their terms of employment and decisions as to the termination of any employees of the said Company.

7. The parties shall open a bank account in the name of the said company with United Malayan Banking Corporation, Kota Kinabalu Branch or such other bank as the parties together with Klaus Neuendorff (Passport No. G 7743327) shall decide and each of the parties shall be authorised signatories of the said accounts. The parties agree that all transactions credit applications and/or withdrawal require the signatures of the [Petitioner] jointly with the signatures of either [Gan] or Klaus Neuendorff.

8. The parties agree that they shall not transfer all or any of their shares to any third party without first giving to other party the first option to purchase ...

The petitioner and Gan became directors of Telipok. On 30 August 1993 Gan transferred 1 share to her nominee Lim and Lim was appointed a director. One Tan Ah Kiat was also at the same time appointed a director and he is a nominee of the petitioner. These appointments and transfer came about, according to the petitioner, as a result of the misrepresentation of Gan or Klaus Neuendorff ("Klaus"); the misrepresentation were these:

(1) Gan said she was seriously ill and required someone to be appointed a director to look after her interest when in fact she was not ill;
(2) Gan said that there was a share qualification for appointment as a director when in fact there was no such qualification; and
(3) Gan said Tan Ah Kiat could also be transferred one share by the petitioner and be appointed a director but was not transferd the 1 share despite the execution of the necessary documents which had since disappeared after they were in the hands of Gan.

The consequence of such deception, according to the petitioner, was that the petitioner, being the chairman of Telipok and possessing a casting vote in all general meetings, has a valueless casting vote since Tan Ah Kiat was not qualified to attend any general meeting because he does not hold any share in Telipok. Chin was subsequently appointed a director to replace Lim, who, pursuant to the board's meeting held on 2 September 1993, resigned.

The petitioner objects to Chin continuing as a director of Telipok on the ground that Chin's tenure of office as a director ended, in accordance with article 68 of the articles of association of Telipok, at the Annual General Meeting held on 9 October 1993 ("AGM") and the said AGM spoke of Chin continuing as a director instead of his re-election as one as a result of which Chin was not re-elected as a director. The appointment of Chin was also questioned on the ground that the AGM was attended by klaus who voted as a proxy of Lim when klaus was not an approved company auditor or advocate or person approved by the Registrar of Companies as required by s. 149 of the Companies Act 1965, and when the articles of Telipok did not provide otherwise.

As against Antekad, the complaint is that Antekad, 83.3% owned by Gan, was not transferring $^1/_2$ share of the Land to Telipok which Antekad held in trust for Telipok. The trust was alleged to have come about when on an unspecified date the petitioner and Gan orally agreed that in consideration of Telipok expanding money to construct a factory and roads on 4 to 5 acres of the Land and to maintain the same, Antekad would hold $^1/_2$ the Land in trust for Telipok. The petitioner wants to stop any charge or disposal of the Land.

Another complaint directed at Gan and Antekad was that they are milking Telipok to fatten Antekad and this they did by Gan causing a resolution to be passed authorising the execution of a tenancy agreement for 6 months, in respect of the lease of the 4 to 5 acres of the Land, under which Telipok have to pay Antekad a monthly rental of RM28,000 from 1 August 1993. The rental was previously only RM4,000 per month. The petitioner wants the Court to stop Telipok or Gan effecting payment of any rental in excess of RM4,000 to Antekad.

The affidavits filed or read in support of this application for the injunction are all affirmed by the petitioner; three on 13 October 1993, one on 16 October 1993, one on 18 October 1993, and one on 22 October 1993. In opposition to the application three affidavits all affirmed on 21 October 1993 were filed, one by Gan on behalf of Telipok, one by Chin and one by Lim as the director of Antekad.

III. Conclusions

The respondents' first objection to the application of the petitioner is that there was non-disclosure of a tenancy agreement dated 8 May 1992 ("Tenancy") which was made between Telipok and Antekad and the petitioner was one of the signatory signing on behalf of Telipok. This tenancy was for the period from 1 March 1990 to 28 February 1993, for a monthly rental of RM4,000 and it also provides for everything erected on the Land by Telipok to vest in Antekad when the tenancy ends without being renewed. The tenancy was only in respect of about 4 to 5 acres of the Land. The petitioner in reply said that the tenancy exhibited in an affidavit was seen by him for the first time and that though he had signed the same he "strongly deny the contents thereof" and, presumably, that is why he did not disclose the same. The petitioner in

his affidavit went into the details of the unfavourable terms of the tenancy presumably to explain that he could not have agreed to the terms but he never explained how he came to sign the tenancy which was prepared by a firm of advocates. He did not explain why he cannot remember putting his signature to the last page of the tenancy. Since the petitioner had alleged that Telipok had been paying Antekad a rental of RM4,000 per month, there must have been an agreement for the payment of the rental and since the petitioner knew of the rental, he must have known of the existence of the tenancy. The petitioner never adverted to the terms relating to the payment of the RM4,000 rental giving me the impression that they were being suppressed. The terms relating to the tenancy and the RM4,000 rental must have been agreed, if not reduced into writing. I find that there was non-disclosure but I would nevertheless prefer to deal with the matter on its merits since I have the discretion to do so notwithstanding the non-disclosure. See *Kawasho International (Hongkong) Ltd. v. Jayawealth Sdn. Bhd.* [1992] 2 CLJ 1213, at p. 1216. I will now turn to the issue of the validity of the appointment of or the continuation of Chin as a director.

What is clear is that the validity of the appointment of Chin by the resolution of the board of directors made in a meeting held on 2 September 1993 is not questioned. The minutes of the meeting, which was attended by Mr. Lim Hock Leng, one of the advocates acting for the petitioner, state that Chin was appointed as director in accordance with Article 68 of the Memorandum and Articles of Association of Telipok to replace Lim. The said article 68 reads:

> 68. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not any time exceed the number fixed in accordance with these regulations. Any director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election but shall not be taken into account in determining the directors who are to retire by rotation at the meeting.

Dr. Lim Hock Leong, Counsel for the petitioner, however, argued that Chin was not re-elected at the AGM, at which time Chin's tenure of office expired. This AGM was attended by Gan, Gordon Leong Vui Cheung, another of the advocates acting for the petitioner, as proxy for the petitioner, and klaus as Proxy for Lim. Ms. Chin Pau Shien, Counsel for the respondents, was also in attendance by invitation of Telipok. Two sets of minutes of this AGM had been prepared by the Counsel, one by Mr. Gordon Leong Vui Cheung (exhibit "TKH-12A") and another by Ms. Chin Pau Shien (exhibit "GGP-6) and they cannot agree on what should be the correct minutes of the AGM; obviously so when both are partisan. In so far as this part of the event is concerned, both sets of minutes bear headings relating to the re-election of directors. In the minutes prepared by Ms. Chin Pau Shien, it is recorded that there was a resolution that "... Gan to continue as Managing Director of [Telipok] and that Chin and Tan Ah Kiat to continue to act as additional directors of [Telipok]". The minutes prepared by Mr. Gordon Leong Vui Cheung contain a verbatim report of the addresses made leading to the resolution, which is absent from that prepared by Ms. Chin Pau Shien, but nevertheless recorded a resolution that "Tan Ah Kiat & [Chin] to continue" as directors. Whatever the words used, it is clear that Chin and Tan Ah Kiat are to continue as directors and when the resolution was made under the agenda relating to re-election of directors, it is also clear that they have been re-elected. There is therefore no substance in the argument advanced by Counsel for the petitioner that Chin had not been re-elected because the words used were "to continue" instead of "re-elected". The intention of the parties are clear enough and that is to re-elect the persons concerned as directors. It was further argued by Dr. Lim Hock Leng that the re-election was invalid because klaus voted as a proxy for the re-election of Chin at the AGM when he was forbidden by s. 149 of the Act since he was not an approved company auditor or an advocate or a person approved by the Registrar of Companies or a person allowed by the articles of association of Telipok. Ms. Chin Pau Shien conceded that klaus was not qualified to become a proxy but she said that klaus' attendance and voting at the AGM did not render the resolution re-electing Chin as director invalid. She added that only a statutory offence was committed. I am of the opinion that where a purported proxy, who is not qualified as one, voted in an AGM which resulted in the appointment of someone as a director, the appointment of such a person as a director is invalid since the appointment of

the proxy is against the express prohibition of s. 149 of the Act. Even a failure to comply with articles of the company render a meeting void and of no effect (see *Hup Seng Co. Ltd. v. Chin Yin & Ors.* [1962] MLJ 371 and *Solaiappan & Ors. v. Lim Yoke Fan & Ors.* [1968] 2 MLJ 21), *a fortiori* when a provision of a statute had been infringed. It appears that s. 355(3)(a) of the Act could have been called in aid but Ms. Chin Pau Shien did not ask the Court to exercise its power of rectification or validation. She was apparently happy to rest on her submission that klaus acting and voting as a proxy when prohibited by s. 149 of the Act did not render the appointment of Chin as a director void. I have ruled otherwise. Since Chin's appointment as a director is invalid, an injunction should be issued in the terms of prayer (a) of the summons in chambers dated 16 October 1993. I will now turn to the next issue which is the payment of rental in excess of RM4,000 per month which the petitioner seeks to restrain.

Dr. Lim Hock Leng argued that the petitioner had been oppressed by Gan who, it will be recalled, is 83.3% owner of Antekad, is milking Telipok to fatten Antekad. One such method employed by Gan was to agree to the payment of high rental by Telipok to Antekad. According to the minutes of the Extraordinary General Meeting held on 9 October 1993 ("EGM") prepared by Mr. Gordon Leong Vui Cheung (exhibit "TKH-l2A"), it appears that a resolution was passed enabling Telipok to enter into a tenancy agreement and to pay to Antekad a rental of RM28,000 per month for 6 months. The minutes kept by Ms. Chin Pau Shien of the said EGM ("GGP-6") also recorded that there was a resolution to sign the tenancy agreement but the rental was stated to be RM30,000 per month. Both Counsel appear to have been deeply involved in the affairs of Telipok with the result that they most probably will become witnesses in this case with regard to the accuracy of their record of the events of the various meetings. Insinuations were levelled at Ms. Chin Pau Shien upon the allegations that she prepared the tenancy and that Chin is her brother or cousin. I will divert a bit to suggest that Counsel should reconsider their positions in view of r. 28 of the Advocates (Practice and Etiquette) Rules, 1988, which forbids an advocate from appearing in a cause in which he is likely to be a witness. Back to the matter at hand. Antekad now say they agree to a rental of RM7,000. However unpalatable it may be for the petitioner it appears that there is nothing he can do with regards to the increase in rental since there is the tenancy which bears his signature and which provides for the increase in rental. Though he "strongly deny the contents thereof", whatever that means, the tenancy stands valid until declared otherwise. The fact that Telipok was paying rental of RM4,000 per month is enough to support the existence of the tenancy. In any event, the petitioner has not produced any evidence in court to show that the tenancy was a forgery or otherwise void. The fact that the terms in the tenancy are unfavourable to Telipok does not mean that the tenancy can be questioned. After all, the parties to an agreement are deemed to know their own equilibrium. For the Court to issue an injunction preventing the payment of anything in excess of RM4,000 per month is to ask the Court to re-write the terms of the tenancy. The petitioner has failed to make out a case for this injunction. In any event, I agree with Ms. Chin Pau Shien that damages would be an adequate remedy since the amount which Telipok stands to lose would only be RM18,000. Allegations of oppression can be better dealt when the petition herein is heard and the Court should not be called upon to issue injunction after injunction as and when oppression occurs which surely would involve the Court in the running of a company which the court is ill-equipped to do.

As for the application for an injunction against Antekad, it also fail for the following reasons. The petitioner's application for the injunction is on the basis that Telipok is the $^1/_2$ undivided share owner of the Land and which share, the petitioner alleged, Antekad is holding in trust for Telipok. A little more of the history of the Land has to be related for a better understanding of the dispute relating thereto. It appears from a copy of the title of the Land (exhibit "LMW-1") that Antekad became the registered owner on 16 February 1990. The Land was on 1 August 1990 charged to a bank as security for a loan of RM300,000. The petitioner alleged that it was orally agreed between the petitioner, Gan and Antekad that in consideration of Telipok expending monies to construct a factory, roads and to maintain the same on about 4 to 5 acres of the Land, Antekad was to hold and/or that Gan shall cause Antekad to hold a $^1/_2$ undivided share in the Land in trust for Telipok. That Telipok thereafter expended about RM3 million

in the said construction and purchase of equipment and machinery. The petitioner alleged that it was because of the said trust that Telipok paid only RM4,000 per month commencing from March 1990 to Antekad as rental for Telipok's use of the said 4 to 5 acres. He alleged that he had "on numerous occasions requested" Gan for a formal trust deed to be drawn up and that Gan and klaus kept saying that he should trust them. As stated earlier, he denied the terms of the Tenancy. The Tenancy contain provisions that destroy any notion that Telipok is entitled, as beneficial owner, to any part of the Land, *viz*,

(1) the term that Telipok has to deliver the 4 to 5 acres of land together with everything erected thereon to Antekad at the expiration of the tenancy; and
(2) the term that the tenancy will not be renewed if Antekad required the Land for its own use.

The petitioner said he signed the Tenancy but he "strongly deny the contents thereof". Does he mean by his denial that the Tenancy was a forgery in that all the pages preceding the page where his signature appeared were not the original ones. Or does he mean that the terms of the Tenancy were falsely explained to him before he signed the same. The Tenancy was prepared by a law firm. Surely, the petitioner must state categorically one way or the other but instead, he said he "strongly deny the contents thereof" which is ambiguous to say the least; especially so when he admitted his signature. The bare assertion of a promise of a half undivided share in the Land cannot stand in the face of the Tenancy. The position may be different if the signing of the Tenancy had been better explained by the petitioner if it can be explained at all. Antekad was all this while able to deal with the Land without any restriction, like charging it for a loan, and therefore, to disturb that, which the injunction sought will have that effect, would be to disturb the *status quo*. The evidence produced at this stage by the petitioner to support Telipok's claim to $^1/_2$ of the Land is too sketchy and inconclusive to support even an arguable case. This prayer (c) for the injunction against Antekad is therefore refused. I must stress here that I am not concluding that the petitioner will not succeed at all at the trial; they may succeed after all the evidence is produced and which evidence, if available, were not produced at this proceeding. With that I have dealt with all the contentions of the parties. Costs in the cause.

Before I leave, there is one matter which had greatly inconvenienced every one and that is the marking of the exhibits that were produced and I feel that I should draw the lawyers attention to how exhibits should be marked. Hitherto, though one exhibit may contain 10 pages, only one marking is given and only on the first page of this 10 - page exhibit with the result that when some other pages other than the first page are referred to, everyone has difficulty in referring to those pages. Every single page of an exhibit must bear a marking. Take the example of the 10 - page exhibit, it could be marked consecutively "A(1)" to "A(10)". Where several affidavits containing exhibits are deposed to by one deponent, the exhibits should be numbered consecutively throughout and not begin again with each affidavit. This avoids the problem of several exhibits bearing the same number or marking as happened in this case.